

CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-011

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ARTICLE 4: GEOGRAPHICAL SCOPE OF THE AGREEMENT

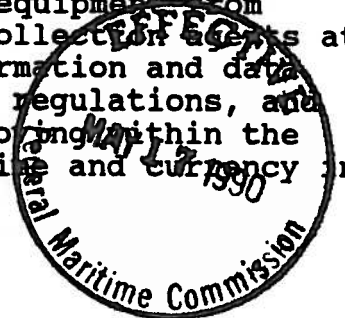
The geographic scope of this Agreement shall extend, via direct service or transshipment between, on the one hand:

1. Atlantic and Gulf Coast ports of the United States, and, on the other hand:

2. Ports & Points in Costa Rica, Honduras, Guatemala & El Salvador & Nicaragua.

ARTICLE 5: AGREEMENT AUTHORITY

(a) The parties are authorized, but not required, to meet, exchange information or otherwise discuss their separate tariffs, rates, service items, rules and service contracts, in the trade, and to reach consensus or agreement thereon but shall, despite any agreement, have no obligation under this Agreement to adhere, other than voluntarily, thereto. The authority of the parties includes, but is not limited to, consideration, to do so, on all aspects of transportation and service in the trade, including rates, charges, classification, practices, terms, conditions and rules and regulations applicable to transportation of cargo in the trade and to service provided in connection therewith, notice periods for changing rates, service items, port-to-port rates, overland rates, minilandbridge rates, interior point intermodal rates, proportional rates, through rates, inland portions of through rates, joint rates, minimum rates, surcharges, arbitraries, volume rates, time/volume rates, project rates, freight-all-kinds rates, volume incentive programs, loyalty arrangements or fidelity commission systems, conforming to the anti-trust laws of the United States, consolidation, consolidation allowances, rates on commodities exempt from tariff filing, absorptions, equalization, substituted (alternate port) services, allowances, freight forwarder compensation, brokerage, the conditions determining such compensation or brokerage and the payment thereof, receiving, handling, storing, and delivery of cargo, designation of base ports and points, pick up and delivery charges, free time practices, detention, demurrage, container freight stations, port and inland container yards and container depots, terminals and other points of cargo receipt, vanning, devanning, furnishing equipment to or leasing equipment from shippers/consignees/ inland carriers/others, collection of agents at destination, maintaining and distributing information and data and statistics and all other practices, rules, regulations, and matters ancillary to transportation of cargo moving within the scope of this Agreement, rules regarding the time and currency in



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IN WITNESS WHEREOF, the parties listed below have caused the foregoing Agreement to be executed on their behalf by their respective duly authorized officer or agent.

ASSOCIATION PARTY

Party: UNITED STATES/CENTRAL AMERICA LINER ASSOCIATION

By: 

Name: Nathan J. Bayer Title: Attorney in Fact

INDEPENDENT CARRIER PARTIES

Party: NORDANA LINE, INC.

By: 

Name: Nathan J. Bayer Title: Attorney in Fact

Party: TROPICAL SHIPPING AND CONSTRUCTION CO. LTD.

By: 

Name: Nathan J. Bayer Title: Attorney in Fact

Party: CENTRAL AMERICA SHIPPERS, INC.

By: 

Name: Nathan J. Bayer Title: Attorney in Fact

Party: NEXOS LINE

By: 

Name: Nathan J. Bayer Title: Attorney in Fact

Party: THOMPSON SHIPPING CO., LTD.

By: 

Name: Nathan J. Bayer Title: Attorney in Fact

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Party: GRAN GOLFO EXPRESS (A joint service of Transportes
Navieros Equatorianos and Naviera Consolidada, S.A.)

By: 

Name: Nathan J. Bayer Title: Attorney in Fact

Party: CONCORDE SHIPPING INC.

By: 

Name: Nathan J. Bayer Title: Attorney in Fact

Party: NORWEGIAN AMERICAN ENTERPRISES, INC.

By: 

Name: Nathan J. Bayer Title: Attorney in Fact